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12 Attorneys for Defendant

13
14 IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
15 (SAN FRANCISCO DIVISION)

16 CALIFORNIA SERVICE EMPLOYEES
HEALTH & WELFARE TRUST FUND,
17 MIKE GARCIA, Trustee, CHARLES
GILCHRIST, Trustee, RAYMOND C. NANN,
18 Trustee, LARRY T. SMITH, Trustee,

19 Plaintiff,

20 vs.

21 A & B MAINTENANCE, INC., a California
corporation,

22 Defendant.
23

Case No.: C 07-04945 TEH

**JUDGMENT PURSUANT TO
STIPULATION**

24
25 IT IS HEREBY STIPULATED by and between the parties hereto, that the Judgment may
26 be entered in the within action in favor of the Plaintiff California Service Employees Health &
27 Welfare Trust Fund (hereinafter "Trust Fund") and against defendant A & B MAINTENANCE,
28 INC., a California corporation, as follows:

1 1. Defendant entered into a valid Collective Bargaining Agreement ("Bargaining
2 Agreement") with a local union affiliated with the Service Employees International Union
3 ("SEIU") (hereinafter "Bargaining Agreement"). This Bargaining Agreement has continued in full
4 force and effect to the present time.

5 2. Defendant is indebted to the Trust Funds for amounts due and owing under the
6 terms of the Bargaining Agreement and Trust Agreements as follows:

7	Net underpaid contributions for the period October 1, 2005 through	
8	December 31, 2007 (\$154,468.60 less \$10,000 claimed offset)	\$144,468.60
9	Liquidated Damages (20%)	30,893.72
10	Interest (\$13,843.95 plus 150 days @ \$16.86 per day)	16,372.95
11	Audit Fees	5,539.00
12	Attorneys Fees and Costs through July 15, 2008	<u>20,000.00</u>
13	TOTAL	\$217,274.27

14 3. A writ of execution may be obtained against Defendant without further notice, in
15 the amount of the unpaid balance, plus any additional amounts, including post-judgment interest
16 and all additional costs and attorneys' fees incurred by Trust Fund in connection with collection
17 and allocation of the amounts owed by Defendant to Trust Fund under this Stipulation.

18 4. Defendant expressly waives all rights to stay of execution and appeal.

19 5. The parties further stipulate that this Court shall retain jurisdiction of this matter
20 and specifically consent to the authority of a Magistrate Judge for all proceedings, including, but
21 not limited to, Plaintiff obtaining a writ of execution herein..

22 6. Any failure on the part of the Plaintiffs, including Trust Fund, to take any action
23 against Defendant as provided herein in the event of any breach of the provisions of this
24 Stipulation shall not be deemed a waiver of any subsequent breach by the Defendant of any
25 provisions herein.

26 7. Plaintiffs, including Trust Fund, specifically reserve all rights to bring a subsequent
27 action against Defendant for the collection of any additional contribution delinquencies found to
28

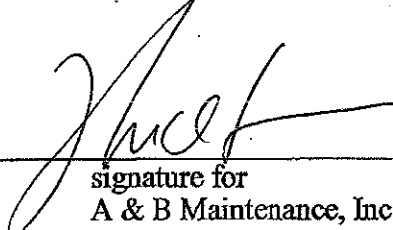
1 be due for the hours worked during the periods not set forth in paragraph 2 of this Stipulation.

2 Defendant specifically waives the defense of the doctrine of *res judicata* in any such action.

3 8. In the event of the filing of a bankruptcy petition by Defendant, the parties agree
4 that any payments made by Defendant pursuant to the terms of this judgment, shall be deemed to
5 have been made in the ordinary course of business as provided under 11 U.S.C. Section 547(c)(2)
6 and shall not be claimed by Defendant as a preference under 11 U.S.C. Section 547 or otherwise.

7 9. Upon entry of judgment, the parties herein request the dismissal of this action
8 without prejudice.

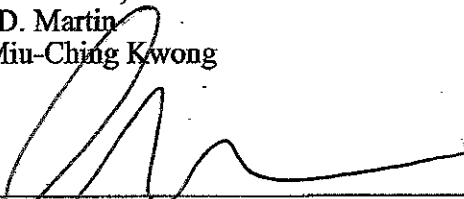
9
10 Dated: 8/8, 2008


signature for
A & B Maintenance, Inc.

Thomas Dunn General Manager
print name and title for
A & B Maintenance, Inc.

14
15 Dated: 8/8 08 2008

Martin & Martin, LLP
Areva D. Martin
Rosa Miu-Ching Kwong


Areva D. Martin,
Attorneys for Defendant

20 Dated: July 18, 2008

SALTZMAN & JOHNSON LAW CORPORATION
Philip M. Miller
Kristen McCulloch

Philip M Miller
Philip M. Miller,
Attorneys for Plaintiff

26 IT IS SO ORDERED.

27 Dated: _____, 2008

The Honorable THELTON E. HENDERSON
UNITED STATES DISTRICT JUDGE

28

PROOF OF SERVICE

I am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to this action. My business address is 44 Montgomery Street, Suite 2110, San Francisco, California 94104.

On August 18, 2008, I served the following document on the parties to this action, addressed as follows, in the manner described below:

JUDGMENT PURSUANT TO STIPULATION

XX **MAIL**, being familiar with the practice of this office for the collection and the processing of correspondence for mailing with the United States Postal Service, and deposited in the United States Mail copies of the same to the business addresses set forth below, in a sealed envelope fully prepared.

Addressed to:

Areva D. Martin
Rosa Miu-Ching Kwong
Martin & Martin, LLP
3530 Wilshire Blvd. Suite 1650
Los Angeles, CA 90010-2313

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on this 18th day of August, 2008 at San Francisco, California.


Julie Jellen